

Electronically Recorded

Official Public Records

Tarrant County Texas

2009 Mar 12 09:46 AM

Fee: \$ 28.00

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D209067108

4 Pages



Suzanne Henderson

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Chesapeake Operating, Inc.

AMENDMENT OF OIL, GAS AND MINERAL LEASE

10219638

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

WHEREAS, **Links at Waterchase, L.L.C.**, whose mailing address is 6100 Southwest Bend, Suite 501, Fort Worth, 76107 ("Lessor") executed that certain Oil, Gas and Mineral Lease dated February 1, 2004, a memorandum of which is recorded in D204075661 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, **Links at Waterchase, L.L.C. and Chesapeake Exploration, L.L.C.**, successor in interest to the Lease, now desire to amend the Lease.

NOW, THEREFORE, for the good and valuable consideration of increasing the lease royalty to 28.00%, the sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby make the following changes to the Lease:

1. Lessor grants Lessee a perpetual subsurface easement that shall run with the land and survive any termination of this lease. However, Lessor shall have the right to decide whether any of its land will be included in any drilling unit served by such easement. The easement shall be located as shown on Exhibit "A" to this Lease; shall not penetrate the Barnett Shale formation thereunder; shall not be deeper than 350 feet above the top of the Barnett Shale formation therein, and shall not be less than 1,000 feet from the surface of such tract. The easement shall not have, nor provide, any surface rights to Lessee. If Lessor elects to join in such Unit, then the lower depth restrictions set-out herein for such easement shall not apply, and the Lessee may penetrate the said Barnett Shale formation under such tract.

2. Lessor gives Lessee the right to combine the Lease Premises into a pooled unit totaling not more than 325 acres, in which not less than 228.84 acres of the Lease Premises shall be included.

3. Lessor agrees that the term of the continuous development clause shall be 120 days from the date of rig release of the first drilled well. Should Lessee commence the drilling of the second well within these 120 days, the continuous development

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clause for all subsequent wells reverts to 90 days, in accordance with the original terms of the Lease.

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4. Lessee gives Lessor the right to move 35 acres (marked in blue on Exhibit "A"), from the initial 325 acre Unit to the Unit for which the said subsurface easement will be used, at any time prior to the commencement of the well for such unit.

5. It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 18th day of February, 2009, regardless of the actual date of execution and acknowledgement by any or all of the parties constituting the Lessor herein.

LESSOR:

Links at Waterchase, L.L.C.

By:




Nicholas Martin, acting as President

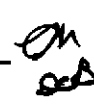
LESSEE:

Chesapeake Exploration, L.L.C., and Oklahoma limited liability company,
Successor by merger to Chesapeake Exploration Limited Partnership.

By:



Henry J. Hood, Senior Vice President
Land and Legal & General Counsel



ACKNOWLEDGMENTS

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THE STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me on this the 18th day of February, 2009, by Nicholas Martin.

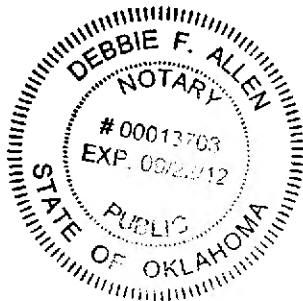


[Signature]
Notary Public, State of Texas

THE STATE OF OKLAHOMA §

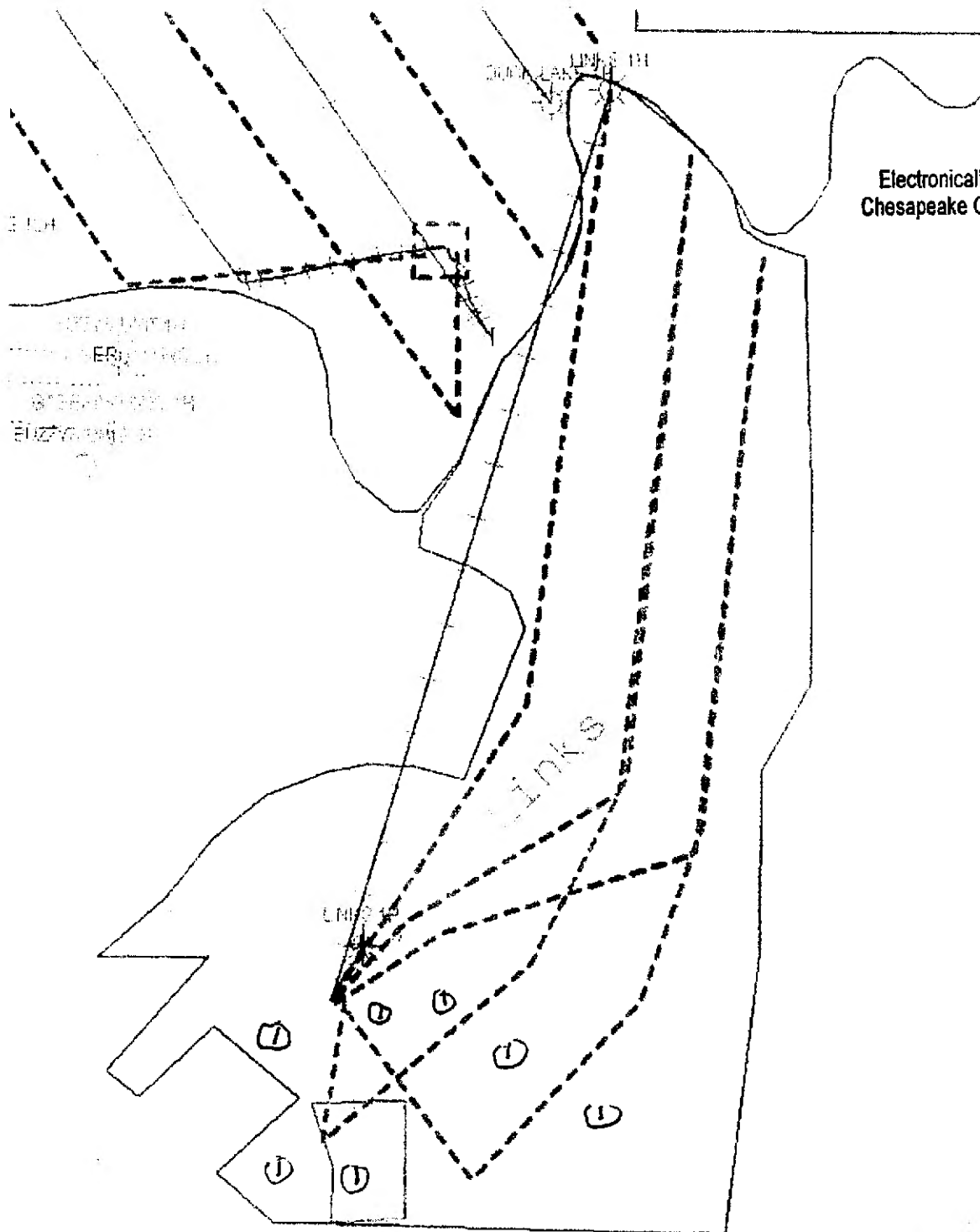
COUNTY OF Oklahoma §

This instrument was acknowledged before me on this the 1st day of March, 2009, by Henry J. Hood as Senior Vice President-Land & Legal and General Counsel.



[Signature]
Notary Public, State of Oklahoma

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Chesapeake Operating, Inc.



Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154